

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TURNER CONSTRUCTION)
COMPANY, a New York corporation,)
)
Plaintiff,)
)
)
v.)
)
CHICAGO CHRISTIAN INDUSTRIAL)
LEAGUE, an Illinois not-for-profit)
corporation,)
)
Defendant.)

Case No. 08cv3535

JOINT INITIAL STATUS REPORT

Turner Construction Company (hereinafter "Turner" or the "Plaintiff"), by and through its undersigned counsel, and Chicago Christian Industrial League ("CCIL" or the "Defendant") hereby submit their Joint Initial Status Report as follows:

1. Attorneys Of Record.

For Turner:

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James L. Oakley, Esq.
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For CCIL.:

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2. Jurisdiction.

Diversity jurisdiction exists under 28 USC § 1332 in that this is an action between citizens of different states where the matter in controversy exceeds the amount of \$75,000.00, exclusive of costs and interest.

3. Nature Of The Claim.

Turner asserts a breach of contract claim against Defendant CCIL and seeks damages arising out of CCIL's alleged refusal to fully compensate Turner for its construction of an educational and dormitory facility in accordance with the Parties' agreement.

4. Service Of Process.

Turner sent CCIL a Waiver of Service of Summons on June 20, 2008. Charles A. LeMoine, Esq. appeared in this case on CCIL's behalf on July 29, 2008, Daniel M. Noland, Esq., and Sara C. Arroyo, Esq. filed appearances on CCIL's behalf on July 31, 2008 and Bethany N. Schols, Esq. filed an appearance on CCIL's behalf on August 1, 2008. The Parties agree that this matter, including the time for Defendant to respond to the Complaint, should be stayed for thirty (30) days to allow for completion of the mediation before the American Arbitration Association pursuant to the Agreement.

5. Legal Issues.

No legal issues of note at this point.

6. Factual Issues.

Whether CCIL breached the Agreement as alleged in the Complaint.

7. Jury Trial.

CCIL filed a jury demand on July 29, 2008.

8. Discovery.

To date, no discovery has taken place. Turner has made a demand for mediation pursuant to the Agreement. The Parties expect to participate in a mediation session with a mediator assigned by the American Arbitration

Association within the next 30 days. The Parties ask that the Court stay this action for thirty days to allow completion of the mediation process.

9. Trial.

The Parties expect to participate in a mediation session with a mediator assigned by the American Arbitration Association within the next 30 days. In the event that a resolution can be reached there would be no need for a trial in this case.

10. Consent.

At this point, the Parties do not unanimously consent to hearing before the Magistrate Judge due to the upcoming mediation of this dispute through the American Arbitration Association.

11. Status Of Settlement Discussions.

The Parties expect to participate in a mediation session with a mediator assigned by the American Arbitration Association within the next 30 days.

12. Request For Settlement Conference.

As the Parties' are attempting to settle this matter through a mediation administered by the American Arbitration Association, the Parties do not request a settlement conference at this time. However, the Parties may request a settlement conference before the Court at a later date.

Respectfully submitted,

**TURNER CONSTRUCTION
COMPANY**

By: /s/ James L. Oakley
One of Its Attorneys

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